

AGREEMENT

THIS AGREEMENT, dated the 12th day of November, 1973,
by and between STANDARD OIL COMPANY OF CALIFORNIA, a corporation,
hereinafter called "Standard," and SHELL OIL COMPANY, a corporation,
hereinafter called "Shell";

WITNESSETH:

1. Standard, for and in consideration of One Dollar (\$1.00)
per year to be paid by Shell to Standard, hereby grants to Shell the
right to construct, repair, replace, maintain, operate and remove an
eight-inch (8") above ground pipeline for the transmission of Jet
Fuel, and for no other purpose, to Chevron Pipeline Company Airport
Pipeline Header. The line crosses a portion of Standard's Willbridge
Terminal site, located in the County of Multnomah, State of Oregon.
The location of Shell's pipeline is shown in red on the drawing marked
"Exhibit A" which is attached hereto and made a part hereof.

2. Shell shall indemnify, defend and hold Standard harmless
from and against any and all loss, cost, damage, expense (including
attorney's fees) or liability to any person (including Shell's
employees) for death, personal injury or damage to property (including
Shell's property) directly or indirectly caused by Shell's exercise
of its rights as granted herein, and not solely by any negligent or
otherwise wrongful act or omission of Standard or its employees or
agents.

3. Shell and its employees and agents shall enter Standard's
property hereunder only after receiving permission to do so from
Standard's representative. Motor driven equipment may be allowed
on Standard's property, but arrangements must first be completed with
Standard's representative as to when and where said equipment shall be
allowed on said property.

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4. Shell's employees and agents, while on Standard's property, at all times shall be subject to the authority of Standard's representative, and shall observe all safety and other regulations which Standard may prescribe from time to time, including particularly that regulation which prohibits smoking on the premises and any of Standard's requirements regarding identification of persons. No open flames, or apparatus which could cause fire or explosion, shall be used by Shell on said premises without first obtaining written permission from Standard's representative.

5. As used herein, "Standard's representative" means Standard's Willbridge Terminal Manager or his authorized representative; and any permission which Shell is required hereunder to obtain from him shall never be unreasonably withheld by him.

6. At such time or times as, in the opinion of Standard, said pipeline interferes with Standard's use of or operations upon said premises, Shell shall at its own risk and expense, within sixty (60) days after written request therefor by Standard, relocate said pipeline upon and across said premises specified by Standard in such request.

7. This grant and agreement is personal to Shell and shall not be assigned or transferred by Shell voluntarily, by operation of law, by merger or other corporate proceedings, or otherwise, in whole or in part, without the written consent of Standard first being had. No written consent by Standard hereunder shall be deemed a waiver by Standard of any of the provisions hereof, except to the extent of such consent.

8. Upon the violation by Shell of any of the terms and conditions set forth herein and the failure to remedy the same within thirty (30) days after written notice from Standard so to do, then

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at the option of Standard this agreement and the rights herein given Shell shall forthwith terminate.

9. This agreement and the rights herein given Shell shall terminate in the event that Shell shall fail for a continuous period of one year to maintain and operate said pipeline.

10. This grant and agreement shall become effective as of January 1, 1973 and in the event of the termination pursuant to the provisions hereof, Shell shall at its own cost and expense promptly remove its pipeline from Standard's Terminal site and shall restore the premises to the same condition said premises were in at the commencement of this agreement.

11. The rights of Standard and the obligations of Shell as set forth in numbered paragraphs 6 and 9 hereof are personal to Standard, any parent, affiliate or subsidiary company thereof and/or to any company succeeding to all of Standard's oil or gas business in the State of Oregon, and shall not run with the land.

12. Any notice to be given hereunder by Shell to Standard shall, until further notice by Standard, be addressed to Standard at P. O. Box 4168, Portland, Oregon 97208. Any notice to be given hereunder by Standard to Shell shall, until further notice by Shell, be addressed to Shell at One Shell Plaza, P. O. Box 2463, Houston, Texas 77001. All such notices shall be given by depositing the same in the United States mail, postage prepaid, and shall be deemed given when so deposited.

13. Standard shall not be liable for damage to Shell's equipment due to Jet Fuel shutdowns. Shell shall provide its own equipment safeguards to protect its pump, filters and piping against pumping shutdowns during transmissions to the Airport.

IN WITNESS WHEREOF, the parties hereto have executed this

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agreement in duplicate.

STANDARD OIL COMPANY OF CALIFORNIA

By A. T. Smith
Contract Agent

By Robert L. Ray
Asst. Secretary

SHELL OIL COMPANY

By J. R. Hurley
General Manager-Transportation
and Supplies Operations

By C. M. Wright
Asst. Secretary

STATE OF CALIFORNIA)
County of Los Angeles) ss.

BEFORE me, a Notary Public in and for the above State and County,
duly commissioned and sworn, personally appeared J. R. Hurley
and C. M. Wright, known to me to be General Manager
Transportation and Supplies Operations and an Assistant Secretary,
respectively, of Shell Oil Company, the Delaware corporation which executed
the foregoing instrument, and acknowledged to me that such corporation
executed the same.

WITNESS my signature and official seal on December 10, 19 73.

R. J. McPhail
R. J. McPhail
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

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agreement in duplicate.

STANDARD OIL COMPANY OF CALIFORNIA

By A. T. Smith
Contract Agent

By Robert L. Bury
Asst. Secretary

SHELL OIL COMPANY

By J. H. Hurley
General Manager-Transportation
and Supplies Operations

By L. M. Wright
Asst. Secretary

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this _____ day of _____, 1973, before me,
_____, a Notary Public in and for said
County and State, residing therein, duly commissioned and sworn,
personally appeared W. P. Dinger, known to me to be the Manager
Transportation Operation - West of Rockies - T & S - West Coast,
of SHELL OIL COMPANY, the corporation described in and that exe-
cuted the within instrument, and also known to me to be the
person who executed it on behalf of the corporation therein named,
and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, at my office in said County and State,
the day and year in this certificate first above written.

Notary Public in and for said
County and State

My commission expires: _____

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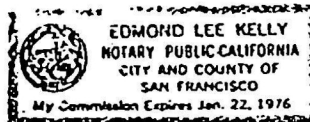
City and County of San Francisco

ss.

On January 11, 1974, before me, Edmond Lee Kelly,
a Notary Public in and for said City and County and State, residing
therein, duly commissioned and sworn, personally appeared William J. Kelly
known to me to be President and Secretary
of William J. Kelly & Co. the corporation
described in and that executed the within instrument, and also known
to me to be the person who executed it on behalf of the said corpora-
tion therein named, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed
my official seal in the City and County and State aforesaid the day
and year in this certificate above written.

Edmond Lee Kelly
Notary Public in and for said City and
County of San Francisco, State of California



PREPARED BY	Witnessed and signed by
LEGAL APPROVAL	NOTARY APPROVAL
DATE BY	<u>Edmond Lee Kelly</u>
OTHER <u>B.S.L.C.</u>	<u>William J. Kelly</u>
WILLS LEGAL	<u>Edmond Lee Kelly</u>

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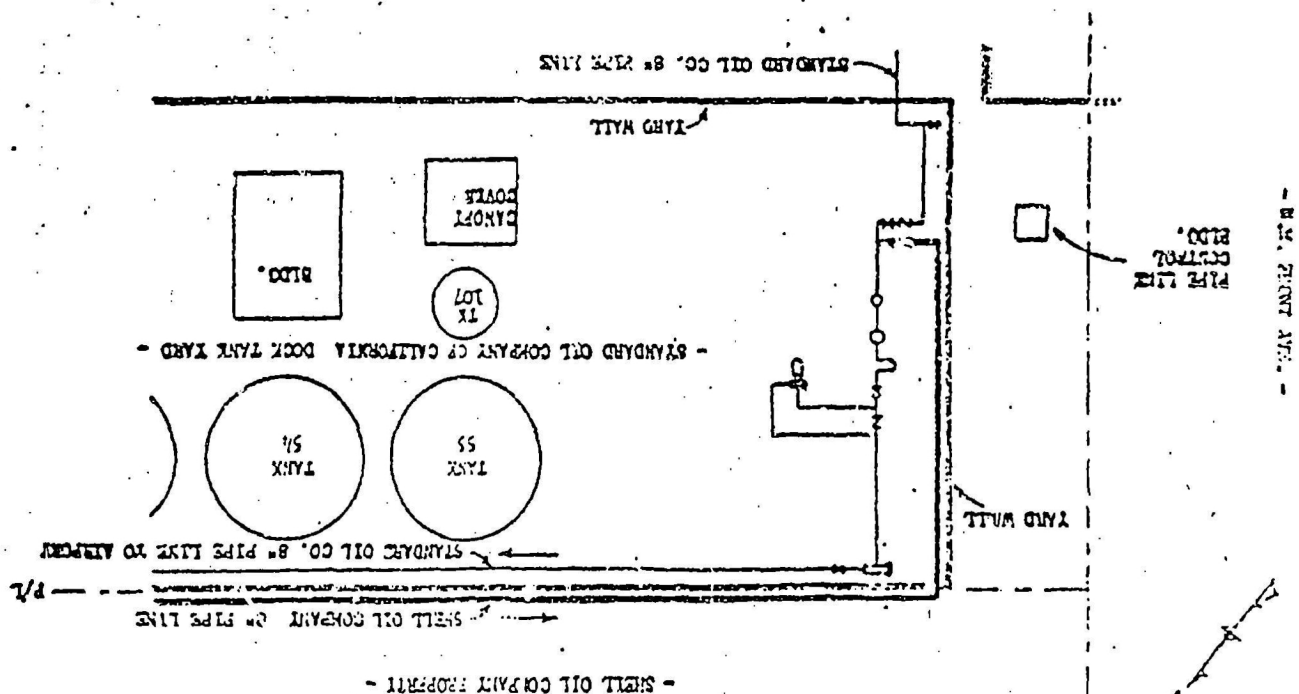
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